

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2709550

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DIGITAL PAYMENT TECHNOLOGIES CORP.</td> <td>01/31/2014</td> </tr> <tr> <td>T2 SYSTEMS-CANADA, INC.</td> <td>01/31/2014</td> </tr> <tr> <td>6804101 CANADA INC.</td> <td>01/31/2014</td> </tr> </tbody> </table>		Name	Execution Date	DIGITAL PAYMENT TECHNOLOGIES CORP.	01/31/2014	T2 SYSTEMS-CANADA, INC.	01/31/2014	6804101 CANADA INC.	01/31/2014		
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T2 SYSTEMS-CANADA, INC.	01/31/2014										
6804101 CANADA INC.	01/31/2014										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT</td> </tr> <tr> <td>Street Address:</td> <td>ONE BOSTON PLACE, 18TH FLOOR</td> </tr> <tr> <td>City:</td> <td>BOSTON</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02108</td> </tr> </table>		Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT	Street Address:	ONE BOSTON PLACE, 18TH FLOOR	City:	BOSTON	State/Country:	MASSACHUSETTS	Postal Code:	02108
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT										
Street Address:	ONE BOSTON PLACE, 18TH FLOOR										
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>D510751</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	D510751						
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Patent Number:	D510751										
CORRESPONDENCE DATA											
Fax Number:	(312)863-7806										
Phone:	312-863-7198										
Email:	nancy.brougher@goldbergkohn.com										
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>											
Correspondent Name:	NANCY BROUGHER, PARALEGAL										
Address Line 1:	GOLDBERG KOHN LTD.										
Address Line 2:	55 EAST MONROE STREET, SUITE 3300										
Address Line 4:	CHICAGO, ILLINOIS 60603										
ATTORNEY DOCKET NUMBER:	1989.347										
NAME OF SUBMITTER:	NANCY BROUGHER										
Signature:	/njb/										

Date:

02/03/2014

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31<sup>st</sup> day of January, 2014, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 31, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among T2 Holding Corp., a Delaware corporation, as parent ("Parent"), T2 Systems, Inc., an Indiana corporation, as a borrower ("US Borrower"), Digital Payment Technologies Corp., a Canadian corporation, as a borrower ("Canadian Borrower"; together with US Borrower, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to the Canadian Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of January 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under the Guaranty and Security Agreement, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to

be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

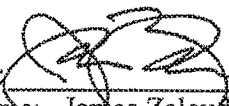
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

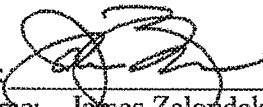
DIGITAL PAYMENT TECHNOLOGIES CORP.

By:   
Name: James Zaloudek  
Title: Vice President and Secretary

T2 SYSTEMS-CANADA, INC.

By:   
Name: James Zaloudek  
Title: Vice President and Secretary

6804101 CANADA INC.

By:   
Name: James Zaloudek  
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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DIGITAL PAYMENT TECHNOLOGIES CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

T2 SYSTEMS-CANADA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

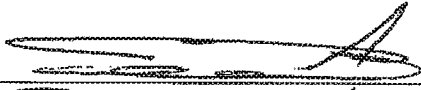
6804101 CANADA INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By:   
Name: DAVID SANCHEZ  
Title: V. P.

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Digital Payment Technologies Corp.	USA	Automated Payment Station	D510,751	10/18/2005
Digital Payment Technologies Corp.	China	Parking Meter	ZL 200730281939.0	2/11/2009

Patent Licenses

None.